

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

CNH Industrial Capital America LLC,

Plaintiff,

v.

Keith K. Johnson, and Unity Bank, f/k/a
Unity Bank East,

Defendants.

Case No.:18-cv-02795-PJS-DTS

**PLAINTIFF'S L.R. 7.1(A) MEET AND
CONFER STATEMENT**

Pursuant to Local Rule 7.1(a), and on behalf of Plaintiff, I certify that I have not yet met with the Defendants regarding CNH's motion for claim and delivery (the "Motion"). However, CNH and defendant Johnson engaged in a farmer-lender mediation under Minn. Stat. § 583.20, et seq. prior to the initiation of this litigation. The parties discussed all forms of relief but could not come to a resolution. Additionally, Plaintiff's Motion is similar to a request for temporary injunctive relief. Plaintiff believes that previewing the Motion to defendant Johnson prior to filing may result in the movement, loss, or destruction of the collateral at issue and that such result may be less likely if formal motion papers are filed first. Plaintiff agrees to make a good-faith effort prior to the hearing to resolve the issue with Defendant Johnson.

STINSON LEONARD STREET LLP

Dated: October 4, 2018

By: s/ Benjamin J. Court

Benjamin J. Court (#0319016)

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